

Portland General Electric  
Billing Detail Report**COPY****AC Code:****Name:** GUNDERSON INC. - DS  
**Svc Address:** 4350 NW FRONT AVE. PORTLAND, OREGON 97  
PORTLAND (PSC) OR 97210**WR No:** 182596  
**WR Type:** TMCST  
**District:** PORTLAND SERVICE CEN  
PORTLAND (PSC)**Cust Phone:** (503) 972 - 5933**Entry Date:** 12/14/00**Description:** 181-X55105-KL423-82596 - Install temporary 2000 kVA 3  
phase 277/480 V pad mount transformer. Install  
temporary primary & secondary cables and energize.**Installed/Completed Date:****Lot Desc:****Crew Headquarters:** PSCC**Planner Person:** CALHOUN, RANDY G.**BILL TO INFORMATION****Billing Name:** GUNDERSON (JERRY GANNON)  
**Mail Address:** 4350 NW FRONT AVE  
PORTLAND, OREGON 97210  
PORTLAND (PSC) OR 97210**ABM Accounting:** D81111  
**Cust Account No:****CONTACT INFORMATION**

JERRY GANNON , CUST (503) 972 - 5933

<u>Billing Type</u>	<u>Amount</u>	<u>Quantity</u>	<u>Unit Of Measure</u>	<u>Entry Date/Time</u>
OTHER	\$5,035.85	1	EA	12/22/2000 00:00:00
				<b>Total: \$5,035.85</b>

**Comments**

COMPLETED: 12/14/2000 COST \$5,053.85

PGE CONTACT: RANDY CALHOUN 736-5461

CUSTOMER CONTACT: JERRY GANNON 972-5933

PLEASE USE (DS) TERRITORY WHEN GENERATING INVOICE AND RETURN TO RENEE IRISH AT PSC.

181-X55005-01-344-KL423-82596

BILLING TO SANDEE 12/22/2000 \_\_\_\_\_

BILLING INFORMATION: JOB #82596 PGE D.B.A. PORTLAND GENERAL DISTRIBUTION SERVICES TO PROVIDE  
LABOR, EQUIPMENT AND MATERIALS FOR REPAIR WORK AND INSTALLATION SERVICES AT N.W. FRONT.

COPY

## EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement ("Agreement") is dated January 10, 2001, and is between GUNDERSON, INC. ("Customer"), whose principal place of business is at 4350 NW Front Avenue, Portland, Oregon 97210 and Portland General Electric Company ("PGE"), an Oregon corporation with a principal place of business at 121 SW Salmon Street, Portland, Oregon.

The parties agree:

1. Equipment

PGE rents to Customer, and Customer rents from PGE, the following equipment:

PGE Transformer #T82 (2000 kVA).

2. Term of Agreement

This Agreement becomes effective on the date PGE tenders delivery of the Equipment to Customer and shall end on the date the Equipment is returned to PGE by the Customer, provided, however, that PGE may end this Agreement earlier upon 30 days' written notice to Customer.

3. Location(s) to be Served

Customer agrees that it will use the Equipment only at 4350 NW Front Avenue, Portland, Oregon 97210.

4. Payment

For the use of the Equipment, Customer agrees to pay PGE a monthly rental of \$384.93, payable in advance. A payment of \$384.93 has been made on the date of execution of this Agreement as rent for the period from December 14, 2000 to January 15, 2001. Rental payments for subsequent months shall be due on the monthly anniversary date of the beginning of the term of this Agreement. Return of the Equipment 1 to 15 days beyond the monthly anniversary date entitles the Customer to a credit of one-half the monthly rate. Credit will first be applied to any obligations still owing to PGE pursuant to this Agreement; any credit remaining thereafter shall be paid to the Customer by check within 30 days of the return of the Equipment. If the equipment is repossessed by PGE pursuant to Section 10 (b), customer shall not be entitled to any refund otherwise due.

Customer agrees that if any installment of rent is unpaid after five days following the due date, Customer shall pay a late charge of 1.5% of the unpaid delinquent balance.

Customer agrees to pay PGE for any transporting, installation, removal, adjusting, repairs, or special testing and inspection requested by Customer.


5. Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT PGE MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES TO ACCEPT THE EQUIPMENT "AS IS".
6. Ownership. Customer acknowledges that the Equipment shall at all times be the sole property of PGE, and that Customer shall have the right to use the Equipment only as set forth in the conditions of this Agreement, but shall have no property rights to the Equipment.
7. Maintenance and Return of Equipment. Customer agrees to keep the Equipment in good condition, perform regular maintenance, not modify, alter, or otherwise change the Equipment, and return the Equipment to PGE at Portland Service Center; 3700 SE 17<sup>TH</sup>, Portland, Oregon 97202, upon the termination of this Agreement in the same condition as when received, ordinary wear and tear excepted.
8. Risk of Loss. Customer shall be responsible for any damage to the Equipment while it is in Customer's possession, and shall pay PGE the current replacement cost the Equipment, if destroyed or pay PGE for the costs of any repairs of the Equipment, regardless of fault.

9. Insurance. For the term of this Agreement, Customer shall carry insurance coverage for all-risks of physical loss or damage to the Equipment for the replacement cost thereof and include Portland General Electric Company as loss payee. Evidence of such insurance policy shall be delivered to PGE prior to delivery of the equipment and shall include a provision that such insurance shall not be canceled without 30 days written notice to PGE.
10. Non-Assignment. Customer agrees not to sublet the Equipment, or to assign, pledge, mortgage, sell, or otherwise dispose of or relinquish possession of the Equipment, without the prior written consent of PGE.
11. Termination.
- a. Upon a default in payment or a breach of any other provision of this Agreement by Customer, PGE may terminate this Agreement without notice and Customer agrees to pay all amounts owing pursuant to this Agreement immediately. Such termination shall not relieve Customer from liability for any damages sustained by PGE.
  - b. If upon any termination of this Agreement Customer fails or refuses to immediately deliver the Equipment to PGE at the location described in Section 7 above, PGE may enter Customer's premises, or any other premises where the Equipment may be found and remove the Equipment without legal process. Customer hereby releases any claim against PGE, its employees, officers, subcontractors or agents for trespass or damages caused by such entry and removal.
12. Remedies.
- a. The remedies provided above shall be cumulative and shall not exclude any other remedy available to PGE by law.
  - b. In the event any action is brought by either party to enforce the terms of this Agreement, reasonable attorney fees shall be recovered by the prevailing party, together with costs and necessary disbursements, and on appeal, if any, similar attorney fees, costs, and disbursements shall be recovered by the prevailing party.
13. Complete Agreement. This Agreement constitutes the complete agreement between the parties and may not be modified or amended, except by a written instrument executed by both parties.
14. Nonwaiver. None of the provisions of this Agreement shall be considered waived by PGE unless PGE gives such waiver in writing. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision or other provisions.
15. Indemnification
- PGE shall not be liable to Customer because of any damage or injury caused directly or indirectly by the Equipment, or resulting in any way from its use. Customer shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless, PGE and its affiliates and their respective employees, directors, and agents ("Indemnitees") from and against any losses, costs, claims, penalties, fines, liens, demands, liabilities (including environmental liability), legal actions, judgments, and expenses of every kind (including, without limitation, reasonable attorneys fees including at trial and on appeal) asserted or imposed against any Indemnitees by any third party (including, without limitation, employees of Customer or PGE) and arising out of a) damages or injury caused by this Equipment or resulting in any way from its use, and b) the negligent or wrongful acts or omissions of Customer or any subcontractor of or consultant to Customer or any of their respective employees, directors or agents in the performance, nonperformance, or breach of this Agreement.
16. Disclaimer of Consequential Damages
- IN NO EVENT SHALL PGE BE LIABLE TO THE CUSTOMER HERETO FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM PGE'S SOLE, JOINT OR CONCURRENT NEGLIGENCE.**
17. Choice of Law

This Agreement shall be governed by the laws of the State of Oregon without regard to conflicts-of-law principles.

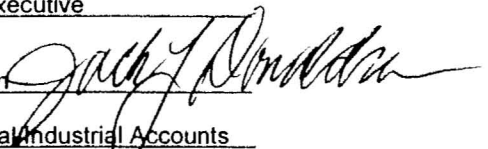
IN WITNESS WHEREOF, the parties have executed this Equipment Rental Agreement this     day of January, 2001.

PORTLAND GENERAL ELECTRIC COMPANY

By   
Title \_\_\_\_\_

By Craig Zuck  
Title Industrial Account Executive

Equipment Received December 14, 2000  
(Date)

Approved Jack Donaldson   
Title Manager, Commercial Industrial Accounts

Signature   
(Customer)

Equipment Returned \_\_\_\_\_  
(Date)

Signature \_\_\_\_\_  
(PGE)

c: Original to Corporate Accounting  
Customer  
Originating Department

Rev. 01/10/01; App'd Legal

Randy -

Copy of signed rental  
Agreement. They said  
they are repairing any type  
of we may get our 2000KVA  
back in February.

CRML2







April 1, 2004  
WMS-327380

Mr. Roscoe Jones  
Maintenance Manager  
Smurfit-Stone  
9930 N. Burgard Way  
Portland, Oregon 97203

Dear Mr. Jones:

This letter forwards a proposal prepared by Portland General Electric Company (PGE) d.b.a., Portland General Distribution Services (PGDS) to provide removal services for the overhead power lines and leased transformers at the Smurfit-Stone facility, located in Portland, Oregon. The price quotation in the enclosed proposal is valid for 30 days from the date of this letter.

All information contained in the enclosed proposal is of a proprietary nature and is provided for the exclusive use of the Smurfit-Stone only.

Please indicate your desire to pursue the proposed activities by signing in the space indicated below. Fax one signed copy to me at (503) 464-2325, and return one signed original to our office. Your signature indicates your concurrence for PGE to proceed with services described in the scope of work.

If you have any questions or concerns, or if PGDS can be of further assistance, please contact me at (503) 464-7892. We look forward to working with the Smurfit-Stone on this project.

Sincerely,

A handwritten signature in cursive script that reads "Linda Read".

Linda Read  
Business Unit Manager  
PGE, Distribution Service

CC: David Bowen  
CCB#103663

Enclosure w/attachment

Please acknowledge concurrence for PGE to proceed with the activities as described in the enclosure to this letter:

Concurrence Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Please fax this letter with your concurrence signature to Linda Read at (503) 464-2325.

Enclosure to WMS-327380

April 1, 2004

Page 1 of 2

**Portland General Electric Company (PGE) d.b.a.,  
Portland General Distribution Services (PGDS)  
Proposal to the Smurfit-Stone for Removal Services**

**Scope of Work:**

PGDS will provide the project management, skilled labor, tools, equipment and materials, as required, to provide removal services for the overhead power lines, poles and transformers (leased from PGE) at the Smurfit-Stone facility, located in Portland, Oregon.

Scope includes the removal and disposal of the following:

- Wooden structure support for bank of three (3) 250 kVA electrical overhead transformers (all transformers to be returned to PGE, Central).
- Two (2) wooden poles, as well as, overhead conductor.
- Re-guy and anchor as needed for the existing pole (to remain) with cutouts and underground feed to existing 1500 kVA pad-mount electrical transformer (to remain).
- Include back-fill of holes and asphalt repair.

**Customer Requirements:**

- Smurfit-Stone will provide full access to the project site and ensure all obstacles are removed prior to the commencement of the project. Any wait and/or stand-by crew time will be an additional hourly rate for labor and equipment.
- Smurfit-Stone will coordinate any/all necessary planned electrical shutdowns required for the above Scope of Work.
- Smurfit-Stone will be responsible to ensure safe working conditions to perform project and access to the work site. PGDS will ensure safe working conditions or to cease work if unsafe conditions are suspected.
- Smurfit-Stone will be responsible to provide an on-site staging area, near the project vicinity, for removed electrical facilities.

Enclosure to WMS-327380

April 1, 2004

Page 2 of 2

**Cost Proposal:**


PGDS will provide the project management, skilled labor, tools, equipment and materials, as required, for the above Scope of Work for a cost of **\$8,905.00**. This cost may be adjusted for changes in the Scope of Work only when such changes are documented in a change-order as mutually agreeable.


**NOTE: This bid is based on straight time labor expense during normal working hours. (NOTE: Normal working hours are define as Monday - Friday, 8:00 a.m. – 5:00 p.m.)**

The costs of services indicated will be invoiced following completion of work. Payment will be due within 30 days of the invoice date.

**Terms and Conditions:**

This proposal, together with: (1) the PGE Terms and Conditions set forth in the attachment to this proposal; and (2) the customer's purchase order (excluding any preprinted terms and conditions on said purchase order and in any attachment or attachments to said purchase order), constitutes the entire Agreement between the parties hereto and no changes, alterations, or modifications hereof shall be effective unless made in writing and signed by duly authorized representatives of both parties to this Agreement.

  
\_\_\_\_\_  
Dale Garcia  
Business Unit Manager, PGDS

  
\_\_\_\_\_  
Date

DISTRIBUTION SERVICES

TERMS AND CONDITIONS

1. Customer agrees to provide to PGE all access to the equipment reasonably necessary for PGE to perform work under this Agreement, including, but not limited to, access to secure facilities and entry into locked electrical rooms. In the event that plant or equipment shutdown is necessary, in PGE's sole discretion, to safely perform the work, Customer agrees to cooperate with PGE in scheduling and implementing such a shutdown.
2. Customer shall provide all information reasonably necessary for PGE to perform the work safely and in accordance with applicable law, rules and regulations and sound business practices.
3. PGE represents that it is, and that at all times during performance of the work and its obligations under this Agreement it shall be, fully experienced and properly qualified, licensed, and equipped to perform such work and obligations. The work shall meet all specifications established in this Agreement and shall meet at least the standards of professional skill, care, and judgment normally exercised by competent and experienced contractors which provide similar goods and services. PGE shall perform the work and its obligations under this Agreement in compliance with all applicable federal, state, and local laws, rules, and regulations. Notwithstanding any provisions in this paragraph or these Terms and Conditions, PGE assumes no responsibility for performing work or obtaining permits to perform work, if such work or obtaining the permits for such work are identified as the responsibility of the Customer in the Scope of Work identified in the Agreement to which these Terms and Conditions are attached.
4. Customer agrees to provide PGE with safe working conditions, to the extent reasonably possible under the circumstances, and to take no action which would be likely to increase the risk of harm to PGE, its employers, and subcontractors in their performance of PGE's work under this Agreement.
5. Customer agrees to pay all invoices according to their terms. Terms are net 30 days. PGE shall have the right to charge interest on any late payments at the rate of 1.5% per month. If PGE does not receive payment in full and on time, PGE shall have the right to pursue all available remedies under the law, including, but not limited to, obtaining a lien under Oregon Revised Statutes Chapter 87, if applicable.

6. Customer may, by a written Addendum, order changes to the quantity and/or the specifications for the work. Upon notification of a proposed change, PGE shall submit a detailed proposal in writing to Customer for accomplishing the change and setting forth any adjustment in purchase price, including costs for redesign, and/or time for performance (and the bases for such changes) if PGE intends to assert a claim for such adjustment(s). Upon agreement as to the adjustments in purchase price and/or time for performance, Customer shall issue its Addendum amending the Agreement accordingly. If PGE and Customer are unable to agree on such changes, PGE may terminate this Agreement.
7. Customer agrees to follow manufacturer's guidelines and specifications for operation, repair and maintenance of the equipment. Customer understands and agrees that PGE shall have no liability under this Agreement if Customer breaches the provisions of this Section.
8. PGE warrants that its work shall be free from defects in design, material, workmanship and title, and shall conform in all respects to the terms of this Agreement. If it appears - within one year from the date of completion of the work - that the work or any part thereof does not conform to these warranties, and Customer so notifies PGE, PGE shall promptly correct such nonconformity at its sole expense. THIS SHALL BE CUSTOMER'S SOLE REMEDY IN THE EVENT OF ANY BREACH OF THE WARRANTY CONTAINED IN THIS SECTION. THIS WARRANTY EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTIES APPLICABLE TO ANY EQUIPMENT AND REMEDIES AVAILABLE TO CUSTOMER UNDER SUCH WARRANTIES SHALL BE LIMITED TO THOSE PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT. PGE MAKES NO WARRANTY OF ANY KIND REGARDING THE CONDITION OR PERFORMANCE OF ANY EQUIPMENT ON WHICH WORK MAY BE PERFORMED PURSUANT TO THIS AGREEMENT.
9. Customer shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless, PGE and its affiliates and their respective employees, directors, and agents ("Indemnitees") from and against any losses, costs, claims, penalties, fines, liens, demands, liabilities (including environmental liability), legal actions, judgments, and expenses of every kind (including, without limitation, reasonable attorneys fees including at trial and on appeal) asserted or imposed against any Indemnitees by any third party (including, without limitation, employees of Customer or PGE) and arising out of the negligent or wrongful acts or omissions of Customer or any subcontractor of or consultant

to Customer or any of their respective employees, directors or agents in the performance, nonperformance, or breach of this Agreement.

PGE shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless, Customer and its employees, directors, and agents ("Customer Indemnitees") from and against any losses, costs, claims, penalties, fines, liens, demands, liabilities (including environmental liability), legal actions, judgments, and expenses of every kind (including, without limitation, reasonable attorneys fees including at trial and on appeal) asserted or imposed against any Customer Indemnitees by any third party (including, without limitation, employees of Customer or PGE) and arising out of the negligent or wrongful acts or omissions of PGE or any subcontractor of or consultant to PGE or any of their respective employees, directors or agents in the performance, nonperformance, or breach of this Agreement.

10. PGE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT OR INCIDENTAL DAMAGES FOR BREACH OF IMPLIED OR EXPRESS WARRANTY, FOR NEGLIGENCE OR FOR ANY OTHER REASON. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL PGE BE LIABLE, UNDER ANY THEORY OF LAW OR EQUITY WHATSOEVER, FOR MORE THAN THE AMOUNT OWING TO PGE UNDER THE TERMS OF THIS AGREEMENT.
11. Should PGE provide any proposal, including design or equipment specifications, to Customer for work which a third party performs, PGE shall not be liable for any costs, damages, losses, liabilities or expenses arising in any way out of the work of the third party.
12. In the event of any legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees, including attorney fees on appeal.
13. This Agreement shall be construed in accordance with and governed by the laws of the state of Oregon, without regard to choice-of-law principles. CUSTOMER IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OREGON OR OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON FOR ANY ACTION, SUIT OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND WAIVES ANY OBJECTION WHICH CUSTOMER MAY NOW OR HEREAFTER HAVE REGARDING THE CHOICE OF FORUM.



**Portland General Electric Company**  
121 SW Salmon Street • Portland, Oregon 97204  
PortlandGeneral.com

January 21, 2008  
WMS-525854

Mr. Rick Morgan  
Smurfit-Stone  
9930 N. Burgard Way  
Portland, OR 97203

Dear Mr. Morgan:

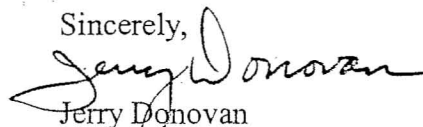
This letter forwards a proposal prepared by Portland General Electric (PGE) d.b.a., Portland General Distribution Services (PGDS) to provide a proposal with PGDS standard Scope of Work for electrical services to replace three (3) existing 250kVA single phase transformers with a new padmount transformer. This service will be performed at the Smurfit-Stone facility located at 9930 N. Burgard Way in Portland, Oregon. The price quotation in the enclosed proposal is valid for thirty (30) days from the date of this letter.

All information contained in the enclosed proposal is of a proprietary nature and is provided for the exclusive use of Smurfit-Stone only.

Please authorize this work by signing in the space indicated below. Your signature indicates your approval for PGDS to proceed with services described in the scope of work. Fax one signed copy to me at (503) 464-2325, and return one signed original to our office.

If you have any questions or if PGDS can be of further assistance, please contact me at (503) 464-7715. We look forward to working with Smurfit-Stone on this project.

Sincerely,

  
Jerry Donovan  
Business Unit Manager  
PGE, Distribution Service

Enclosure w/attachment

Please authorize PGE to proceed with the Scope of Work as described in the enclosure to this letter:

Authorization Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Please fax this letter with your authorized signature to Jerry Donovan at (503) 464-2325.



Enclosure to WMS-525854

January 21, 2008

Page 1 of 1

**Portland General Electric (PGE) d.b.a., Portland General Distribution Services (PGDS)**  
**Proposal to Smurfit-Stone to provide a proposal with PGDS standard Scope of Work to**  
**replace three (3) existing 250kVA single phase transformers with a new padmount**  
**transformer:**

**Scope of Work:**

PGDS will provide a proposal complete with pricing for two options and a scope of work to replace three (3) existing overhead 250kVA single-phase transformers and associated equipment with a new padmount transformer. This proposed project is planned for the Smurfit-Stone facility located at 9930 N. Burgard Way in Portland, Oregon.

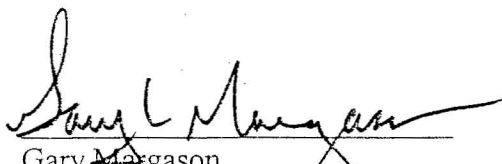
**Proposal Price:**

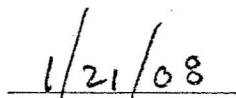
PGDS will provide the above Scope of Work for a price of **\$5,000.00**.

The price of services indicated will be invoiced following completion of work. Payment will be due within thirty (30) days of the invoice date.

**Terms and Conditions:**

This proposal, together with: (1) the PGE Terms and Conditions set forth in the attachment to this proposal; and (2) the customer's purchase order (excluding any preprinted terms and conditions on said purchase order and in any attachment or attachments to said purchase order), constitutes the entire Agreement between the parties hereto and no changes, alterations, or modifications hereof shall be effective unless made in writing and signed by duly authorized representatives of both parties to this Agreement.

  
Gary Margason  
Project Manager, PGDS

  
Date

## PORTLAND GENERAL DISTRIBUTION SERVICES STANDARD TERMS AND CONDITIONS FOR CUSTOMERS

**1. CERTAIN DEFINITIONS; COMPLETE AGREEMENT.** For purposes of these Standard Terms and Conditions for Customers ("Terms and Conditions"), "PGE" means Portland General Electric Company (including Portland General Distribution Services) and its affiliates, and "Customer" means Smurfit-Stone. These Terms and Conditions apply to the proposal dated January 21, 2008 from PGE to Customer (the "Proposal"). The Proposal, these Terms and Conditions, and any schedules, exhibits, amendments, supplements or other documents referenced in and attached to the Proposal or signed by the parties constitute the complete agreement between PGE and Customer (collectively, the "Agreement") and supersede all prior negotiations, representations or agreements, whether oral or written, related to the subject matter of this Agreement.

### **2. SCOPE OF WORK.**

(a) Work. PGE shall provide the Work set forth on the Scope of Work attached as Exhibit A (the "Scope of Work") in substantial compliance with any plans and specifications listed in the Scope of Work (the "Plans"). "Work" shall mean all labor, material and equipment provided in accordance with the terms and conditions of this Agreement.

(b) Permits. Unless otherwise agreed in writing, PGE shall not be responsible for obtaining or paying for any building and governmental permits, fees, licenses and inspections relating to the Work or the approval of any non-governmental entities that may place restrictions on the Work.

(c) Schedule. PGE shall not be bound by any schedule of performance unless PGE agrees in writing to such schedule. Any change from an approved schedule shall entitle PGE to additional compensation without further notice to or approval by the Customer. Unless a specific schedule is otherwise specified in this Agreement, PGE shall commence the Work within a reasonable time after this Agreement is fully executed, and PGE shall complete the Work within a reasonable time.

(d) Right to Subcontract; Personnel. PGE shall have the right to engage subcontractors (including entities affiliated with or related to PGE) to assist it in performing the Work. PGE shall staff the project with such personnel, including employees and supervisors that it deems appropriate in its sole discretion. PGE reserves the right, in its sole discretion, to change the personnel it assigns to the performance of the services.

(e) **[TO BE USED WHEN PGE DOES NOT PREPARE THE PLANS: Plans.** PGE did not prepare or select, in whole or in part, the Plans and accepts no design liability related to the Work. PGE has no obligation to identify errors in or make revisions to the Plans.]

### **3. CHANGES.**

(a) Change Orders. No additional Work shall be required of PGE without a prior written agreement between PGE and Customer as to the additional Work to be performed, the additional amount of time to complete the project and the amount of PGE's compensation for such additional Work ("Change Order"). All Change Orders shall be in writing, signed by both parties and shall become a part of this Agreement. Where additional Work is added to this Agreement by Change Order, all terms and conditions of this Agreement shall apply to such additional Work.

(b) Response to Written Requests for Change Orders. PGE shall respond to written requests for Change Orders by stating costs and/or credits for the proposed Change Order and the modified schedule for performing the Work under such proposed Change Order. Any Change Orders not approved by Customer and received by PGE within five business days after submission by PGE shall be withdrawn automatically by PGE.

(c) Changes to Conform to Law; Adverse Conditions. Any change in the Plans or the Work necessary to conform to existing or future building codes, zoning laws, or regulations of any public authorities (including, but not limited to, any inspections) or Work performed during freezing or other adverse weather conditions, not otherwise anticipated and accounted for in the Scope of Work shall entitle PGE to a Change Order.

### **4. WORK SITE CONDITIONS.**

(a) Environmental/Hazardous Materials. Customer represents and warrants that it has informed PGE in writing of any hazardous substances Customer knows or suspects are present on the property upon which or for which the Work is to be performed. Customer agrees that PGE shall have no responsibility or liability for hazardous substances present on such property. The parties further intend that nothing in this Agreement shall be construed or interpreted as requiring PGE to assume the status of an owner, operator, generator, person who arranges for disposal, transporter or storer, as those terms, or any other similar terms, are used in any federal, state or local statute, regulation, order or ordinance governing the treatment, storage, handling and disposal of any

hazardous substance or waste. Customer shall indemnify, reimburse, defend and hold harmless PGE from and against any and all claims, demands, damages, liabilities, penalties, fines, lawsuits and related costs and expenses (including expert witness and attorneys' fees at trial, on appeal and in

connection with any petition for review) to the extent arising out of or related to hazardous substances on the property upon which or for which the Work is to be performed.

(b) Unforeseen Conditions. If at any time during the performance of the Work, PGE reasonably believes that the site conditions or circumstances are different from those contemplated by the Scope of Work, PGE will promptly notify Customer and PGE may elect to cease performing the Work. If PGE ceases the Work, it will consult and negotiate with Customer in good faith regarding the circumstances and conditions under which PGE will recommence the Work. In no event will PGE recommence the Work unless Customer and PGE agree upon and execute a Change Order, setting out the additional or changed scope of services and the adjustment to PGE's compensation and/or time for performing the services. If PGE ceases its services pursuant to this section, and PGE and Customer do not agree upon a Change Order within 30 days of PGE's notice to Customer, this Agreement shall be terminated and Customer shall pay to PGE, PGE's actual costs incurred in performing its services prior to the date of termination plus 28 percent thereon for overhead and profit. PGE's actual costs include, without limitation, cost of transporting equipment and materials to and from Customer's site, cost of set-up and tear down at the site, costs of labor, materials, and costs of irretrievably committed resources.

## 5. CERTAIN CUSTOMER OBLIGATIONS.

(a) Equipment Shutdowns. Customer agrees to provide to PGE access to Customer's equipment reasonably necessary for PGE to complete the Work, including, but not limited to, access to secure facilities and entry into locked electrical rooms. In the event that plant or equipment shutdown is necessary, in PGE's sole discretion, to safely perform the Work, Customer agrees to schedule and implement a shutdown so that PGE is able to effectively perform the work in accordance with Customer's requirements.

(b) Information. Customer shall provide all information reasonably necessary for PGE to perform the Work safely and in accordance with applicable law, rules and regulations and sound business practices. In providing the Work, PGE relies upon the information provided by Customer as being complete, true and accurate. The parties agree that PGE has no obligation to investigate any conditions other than those expressly requested by Customer. Customer assumes responsibility for any injury, illness or death, or property damage that may be caused by an actual or alleged interference by PGE with subterranean structures, utilities, tanks or conditions not accurately or adequately shown on plans provided by Customer or otherwise not properly located by written notice to PGE, unless such interference is caused by the sole negligence or willful misconduct of PGE. PGE shall not be responsible for repairing or restoring

property damaged in the course of the Work, if such damage is not avoidable using reasonable precautions and work practices.

(c) Safety. Customer agrees to provide PGE with safe working conditions, to the extent reasonably possible under the circumstances, and to take no action which would be likely to increase the risk of harm to PGE, its employers, and subcontractors in their performance of PGE's work under this Agreement.

(d) Customer's Activities at the Work Site. Customer agrees that, in the event Customer works upon or around the work site or employs or retains other persons or entities to do so, Customer shall coordinate schedules with PGE so that the Work is not impeded. Customer shall not interfere with or cause delay to the Work in any way, and Customer shall not allow any person or entity to interfere with or cause delay to PGE's Work.

(e) Responsibility for Third Parties. PGE is not responsible for labor, materials, equipment or services furnished by Customer or anyone working under the direction of the Customer and any loss or additional work that results from them shall be the Customer's sole responsibility. Should PGE provide any proposal, including design or equipment specifications, to Customer for work which a third party performs, PGE shall not be liable for any costs, damages, losses, liabilities or expenses arising in any way out of the work of the third party. Customer shall be solely responsible for the safety of Customer and its invitees or agents, and shall fully and forever defend, reimburse, indemnify and hold harmless PGE and its affiliates and their respective employees, directors and agents for from, and against any and all claims and damages related to work performed by third parties to the fullest extent permitted by law. PGE shall not be responsible for any damage occasioned by Customer or Customer's invitees or agents or any of them.

(f) Customer's Use of Equipment. Customer understands and agrees that PGE shall have no liability under this Agreement if Customer fails to follow manufacturer's guidelines and specifications for operation, repair and maintenance of any equipment provided under this Agreement.

**6. PAYMENT.** Customer agrees to pay all invoices according to their terms. Terms are net 30 days. PGE shall have the right to charge interest on any late payments at the rate of 1.75% per month. No pay if paid or pay when paid clause is applicable to amounts due PGE. The amount of any PGE invoice shall be conclusively binding upon Customer as due and owing, unless Customer objects in writing before the due date of the invoice. In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the undisputed portion will be paid in accordance with this paragraph 6. In the event of a disputed or contested billing, Customer's

written notice shall include a description of the basis for Customer's objection. TIME IS OF THE ESSENCE. If PGE does not receive payment in full and on time, PGE shall have the right to pursue all available remedies under the law, including, but not limited to, obtaining a lien under Oregon Revised Statutes Chapter 87, if applicable.

**7. LABOR ONLY WARRANTY.** EXCEPT AS PROVIDED IN THE FOLLOWING PARAGRAPH, PGE MAKES NO GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR USE FOR ANY LABOR, MATERIAL, EQUIPMENT OR SERVICES AND THE SAME ARE EXCLUDED FROM THIS AGREEMENT. No obligation of PGE concerning or relating to the Work shall be deemed a performance specification of any kind. Any guaranty, warranty or limited guaranty/warranty shall be as provided by others and is not that of PGE.

PGE provides a limited warranty to Customer only for PGE's labor relating to the Work for a period of one year from the date of substantial completion of the Work. This warranty is non-assignable and any purported assignment or transfer is void. This warranty commences on the date of this Agreement, and excludes remedy for damage or defect caused by abuse, modifications to the contract documents not approved by PGE, improper or insufficient maintenance, improper operation and normal wear and tear. The sole and exclusive remedy is replacement of the nonconforming Work or refund of Customer's payment, at PGE's sole option.

**9. INDEMNIFICATION.**

(a) Customer's Duty to Indemnify. Customer shall, to the fullest extent permitted by law, protect, defend, reimburse, indemnify and hold harmless, PGE and its affiliates and their respective employees, directors, and agents ("Indemnitees") from and against any losses, costs, claims, penalties, fines, liens, demands, liabilities (including environmental liability), legal actions, judgments, and expenses of every kind (including, without limitation, reasonable attorneys fees including at trial, on appeal and in connection with any petition for review) asserted or imposed against any Indemnitees (including, without limitation, claims asserted by employees of Customer or PGE) arising out of the negligent or wrongful acts or omissions of Customer or any subcontractor of or consultant to Customer or any of their respective employees, directors or agents in the performance, nonperformance, or breach of this Agreement.

(b) PGE's Duty to Indemnify. PGE shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless, Customer and its employees, directors, and agents ("Customer Indemnitees") from and against any losses, costs, claims, penalties, fines, liens, demands,

liabilities (including environmental liability), legal actions, judgments, and expenses of every kind (including, without limitation, reasonable attorneys fees including at trial, on appeal and in connection with any petition for review) asserted or imposed against any Customer Indemnitees by any third party (including, without limitation, employees of Customer or PGE) and arising out of the gross negligence or willful misconduct of PGE or any subcontractor of or consultant to PGE or any of their respective employees, directors or agents in the performance, nonperformance, or breach of this Agreement.

**10. LIMITATION OF LIABILITY.** PGE SHALL NOT BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM PGE'S SOLE, JOINT OR CONCURRENT NEGLIGENCE AND WHETHER OR NOT PGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL PGE BE LIABLE, UNDER ANY THEORY OF LAW OR EQUITY WHATSOEVER, FOR MORE THAN THE AMOUNT OWING TO PGE UNDER THE TERMS OF THIS AGREEMENT.

**11. LIMITATIONS ON CLAIMS.**

(a) Notice of Nonconforming Work. Notice of nonconforming Work shall be made within the earlier of: (a) 10 calendar days after performance or furnishing or (b) prior to the affected work being covered by other work. Failure so to advise shall relieve PGE from any claims and shall constitute a waiver of all claims by Customer with respect to said Work. Customer's sole and exclusive remedy shall be either replacement of the nonconforming Work or refund of Customer's payment related to the defective Work, at PGE's sole option.

(b) Deadline to Commence Claims. Any claim or action by Customer related to or arising out of this Agreement must be commenced not later than one year after substantial completion of the Work performed under this Agreement.

**12. DEFAULT AND TERMINATION.** No party shall be in default for any reason unless the other party shall first have given the defaulting party written notice of the alleged default and the defaulting party shall have failed to cure the alleged default within 10 days of receipt of the party's notice. Upon any termination, PGE shall be entitled not only to the sums billed but also payment for all Work related to the Work that PGE has ordered, fabricated or delivered and for

which it has not been paid. Upon any termination other than termination for PGE's breach of this Agreement, Customer shall also pay PGE costs attributable to early termination, including without limitation, costs of subcontractors and other project-related contracts and commitments, and demobilization costs, less any amounts previously paid by Customer therefore.

**13. FORCE MAJEURE.** PGE shall not be liable for delays in performing the Work contemplated by this Agreement or for the direct or indirect cost resulting from such delays that may result from adverse weather, labor strikes, riots, war, or any other cause beyond the PGE's control.

**14. OWNERSHIP OF DOCUMENTS.** All reports, field notes, calculations, estimates, and other documents (collectively, "Documents") which are prepared, as instruments of service, shall be and remain the exclusive property of PGE, and Customer agrees to deliver the same to PGE promptly upon request by PGE. Customer shall be entitled to retain a copy of any such materials, provided they are maintained as confidential and are not used for any purpose other than performance or enforcement of this Agreement. Documents are not intended or represented to be suitable for reuse by Customer or others. Any such reuse without the written authorization of PGE will be at the Customer's or other users' sole risk and without liability to PGE.

**15. MISCELLANEOUS.**

(a) No Flow Down. Without its express agreement, PGE is not bound by the terms of any other agreement between Customer and Owner or any other person or entity, including but not limited to any agreement incorporated by reference and any flow down or incorporation of any term or condition is hereby deleted.

(b) No Bond Required. PGE shall not be required to post a bond of any kind, including but not limited to a payment or performance bond, at any time or for any reason.

(c) Collective Bargaining Agreements. Nothing contained herein shall be construed so as to require the commission of any act contrary to any collective bargaining agreement and wherever there is any conflict between any provisions contained therein, in such instance the provision of the Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of such agreement(s).

(d) No Duty to Name as Additional Insured. PGE shall not be obligated to name Customer or any other person as an additional insured on any policy of insurance or provide any endorsement naming the same as additional insured.

(e) Attorney Fees. In the event of any legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees, including attorney fees on appeal.

(f) Independent Contractor. The parties intend that PGE, in performing Services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. PGE shall be free to contract for similar services to be performed for other individuals or entities while it is under contract with Customer.

(g) Governing Law and Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the state of Oregon, without regard to choice-of-law principles. CUSTOMER IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OREGON OR OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON FOR ANY ACTION, SUIT OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND WAIVES ANY OBJECTION WHICH CUSTOMER MAY NOW OR HEREAFTER HAVE REGARDING THE CHOICE OF FORUM.

(h) Marketing Disclaimer. As required by OAR 860-038-0500 through 860-038-0640, PGE Customers do not have to buy this (product/service) to continue to receive your current electricity services from PGE. You may purchase this (product/service) from other providers.

(i) Section Headings. Section headings are for convenience only and are not intended to have any legal or interpretive effect.



JUL 02 08 01:59p

roscoe jones

5032408410

p. 1

JUL-02-2008 10:44AM FROM-PORTLAN XERAL ELECTRIC

+5034642325

T-886 P 001/002 F-836

page 1 of 2

PGDS  
opc 503-464-7892  
alt (b) (6)  
fax 503-464-2325

Portland General Electric

OUTAGE WORK ORDER

CUSTOMER: *Smerefit Stone Container Company*  
*ATTN: Richard Morgan*

ADDRESS: *9930 N. Burgard way*  
*Portland OR 97203*

THIS DOCUMENT SERVES AS AUTHORIZATION FOR PGE d.b.a. PORTLAND GENERAL DISTRIBUTION SERVICES ("PGDS") TO PROVIDE HIGH VOLTAGE ELECTRICAL OUTAGE SERVICES ON THIS DAY OF 7/5/2008 (Date). YOU DO NOT HAVE TO BUY THESE SERVICES TO CONTINUE TO RECEIVE YOUR CURRENT ELECTRICITY SERVICES FROM PGE.

SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS WRITTEN ON THE REVERSE SIDE OF THIS DOCUMENT.

THE ANTICIPATED SERVICES TO BE PROVIDED AND/OR CAUSE OF OUTAGE IS AS FOLLOWS:

*Provide services to replace existing leased transformer, PGE #100-1500 with replaced same size unit.*  
*Work is scheduled to be performed Saturday, 7/5/2008*  
*Project #544097. New unit PGE #188-1500, S/N 93J419162.*

**SERVICES.** This Work Order applies only to this reported outage. We will attempt to assess the cause of the outage and, if we determine it is within our capabilities, restore power ("Services").

**PAYMENT.** Customer will be billed at PGDS's standard rates on a time and materials basis, including loadings and overhead. Customer will pay all invoices according to terms. Terms are net 30 days. PGDS reserves the right to charge interest on any late payments at the rate of 1.75% per month. If Customer disputes an invoice, only the contested portion may be withheld from payment.

KARL THELIN  
Authorized Signer's Name & Title (Please Print)

7/2/08  
Date

Karl Thelin  
Authorized Signature

503-240-8446  
Phone #

*Please sign and fax back to 503-464-2325*

White copy - PGE

Yellow Copy - Customer

page 2 of 2

1. **SITE CONDITIONS.** PGE will have no responsibility or liability for hazardous substances present on Customer's property. PGE will not be required to assume the status of an owner, operator, generator, person who arranges for disposal, transporter or storier, as those terms, or any other similar terms, are used in any federal, state or local statute, regulation, order or ordinance governing the treatment, storage, handling and disposal of any hazardous substance or waste. Customer will indemnify, reimburse, defend and hold harmless PGE from and against any and all claims, demands, damages, liabilities, penalties, fines, lawsuits and related costs and expenses (including expert witness and attorneys' fees at trial, on appeal and in connection with any petition for review) to the extent arising out of or related to hazardous substances on the property on which the Services are to be performed.

2. **CUSTOMER RESPONSIBILITY.** In providing the Services, PGE relies upon the Customer information needed to perform safely. PGE will not be responsible for repairing or restoring property damaged in the course of the Services, if such damage is not avoidable using reasonable precautions and work practices.

3. **LABOR ONLY WARRANTY.** EXCEPT AS PROVIDED IN THE FOLLOWING PARAGRAPH, PGE MAKES NO GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR USE FOR ANY LABOR, MATERIAL, EQUIPMENT OR SERVICES AND THE SAME ARE EXCLUDED FROM THIS AGREEMENT.

PGE provides a limited warranty to Customer only for PGE's labor relating to the Services for a period of one year from the date of completion of the Services. This warranty is non-assignable and any purported assignment or transfer is void. This warranty commences on the date the Services are provided, and excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation and normal wear and tear. The sole and exclusive remedy is reperformance of the Services or refund of Customer's payment, at PGE's sole option.

4. **INDEMNIFICATION.** Each party (each an "Indemnitor") will, to the fullest extent permitted by law, protect, defend, reimburse, indemnify and hold harmless the other party and its affiliates and their respective employees, directors, and agents ("Indemnitees") from and against any losses, costs, claims, penalties, fines, liens, demands, liabilities (including environmental liability), legal actions, judgments, and expenses of every kind (including, without limitation, reasonable attorneys fees including at trial, on appeal and in connection with any petition for review) asserted or imposed against any Indemnitee (including, without limitation, claims asserted by employees of the Indemnitees) arising out of the negligent or wrongful acts or omissions of the Indemnitor or any agent or representative of the Indemnitor in connection with this Work Order.

5. **LIMITATION OF LIABILITY:**

NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS WORK ORDER OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO, HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM SUCH PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **MISCELLANEOUS:**

**Entire Agreement.** This Work Order constitutes the complete agreement between PGE and Customer and supersedes all prior negotiations, representations or agreements, whether oral or written, related to the subject matter of this agreement.

**Attorney Fees.** In the event of any legal action to enforce any of the terms of this Work Order, the prevailing party will be entitled to its reasonable attorney fees, including attorney fees on appeal.

**Governing Law and Jurisdiction.** This Work Order will be construed in accordance with and governed by the laws of the state of Oregon, without regard to choice-of-law principles. Customer irrevocably consents to the jurisdiction of the courts of the state of Oregon or of the United States District Court for the District of Oregon for any action, suit or proceeding in connection with this Work Order or the Services and waives any objection which Customer may now or hereafter have regarding the choice of forum.

page 1 of 2

u tact: Linda Read  
PGDS  
etc 503-464-7892  
all (b)(6)  
fax 503-464-2325

Portland General Electric

OUTAGE WORK ORDER

CUSTOMER: Amerifit Stone Container Company  
ATTN: Richard Morgan

ADDRESS: 9930 N. Burgard Way  
Portland OR 97203

THIS DOCUMENT SERVES AS AUTHORIZATION FOR PGE d.b.a. PORTLAND GENERAL DISTRIBUTION SERVICES ("PGDS") TO PROVIDE HIGH VOLTAGE ELECTRICAL OUTAGE SERVICES ON THIS DAY OF 7/5/2008 (Date). **YOU DO NOT HAVE TO BUY THESE SERVICES TO CONTINUE TO RECEIVE YOUR CURRENT ELECTRICITY SERVICES FROM PGE.**

SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS WRITTEN ON THE REVERSE SIDE OF THIS DOCUMENT.

THE ANTICIPATED SERVICES TO BE PROVIDED AND/OR CAUSE OF OUTAGE IS AS FOLLOWS:

Provide services to replace existing leased transformer, PGE #100-1500 with replaced same size unit.  
Work is scheduled to be performed Saturday, 7/5/2008  
Project #544097. New unit PGE #188-1500, S/N 93J419162.

**SERVICES.** This Work Order applies only to this reported outage. We will attempt to assess the cause of the outage and, if we determine it is within our capabilities, restore power ("Services").

**PAYMENT.** Customer will be billed at PGDS's standard rates on a time and materials basis, including loadings and overhead. Customer will pay all invoices according to terms. Terms are net 30 days. PGDS reserves the right to charge interest on any late payments at the rate of 1.75% per month. If Customer disputes an invoice, only the contested portion may be withheld from payment.

Authorized Signer's Name & Title (Please Print)

Date

Authorized Signature

Phone #

*Please sign and fax back to 503-464-2325*

White copy - PGE

Yellow Copy - Customer



1. **SITE CONDITIONS.** PGE will have no responsibility or liability for hazardous substances present on Customer's property. PGE will not be required to assume the status of an owner, operator, generator, person who arranges for disposal, transporter or storér, as those terms, or any other similar terms, are used in any federal, state or local statute, regulation, order or ordinance governing the treatment, storage, handling and disposal of any hazardous substance or waste. Customer will indemnify, reimburse, defend and hold harmless PGE from and against any and all claims, demands, damages, liabilities, penalties, fines, lawsuits and related costs and expenses (including expert witness and attorneys' fees at trial, on appeal and in connection with any petition for review) to the extent arising out of or related to hazardous substances on the property on which the Services are to be performed.

2. **CUSTOMER RESPONSIBILITY.** In providing the Services, PGE relies upon the Customer information needed to perform safely. PGE will not be responsible for repairing or restoring property damaged in the course of the Services, if such damage is not avoidable using reasonable precautions and work practices.

3. **LABOR ONLY WARRANTY.** EXCEPT AS PROVIDED IN THE FOLLOWING PARAGRAPH, PGE MAKES NO GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR USE FOR ANY LABOR, MATERIAL, EQUIPMENT OR SERVICES AND THE SAME ARE EXCLUDED FROM THIS AGREEMENT.

PGE provides a limited warranty to Customer only for PGE's labor relating to the Services for a period of one year from the date of completion of the Services. This warranty is non-assignable and any purported assignment or transfer is void. This warranty commences on the date the Services are provided, and excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation and normal wear and tear. The sole and exclusive remedy is reperformance of the Services or refund of Customer's payment, at PGE's sole option.

4. **INDEMNIFICATION.** Each party (each an "Indemnitor") will, to the fullest extent permitted by law, protect, defend, reimburse, indemnify and hold harmless, the other party and its affiliates and their respective employees, directors, and agents ("Indemnitees") from and against any losses, costs, claims, penalties, fines, liens, demands, liabilities (including environmental liability), legal actions, judgments, and expenses of every kind (including, without limitation, reasonable attorneys fees including at trial, on appeal and in connection with any petition for review) asserted or imposed against any Indemnitee (including, without limitation, claims asserted by employees of the Indemnitees) arising out of the negligent or wrongful acts or omissions of the Indemnitor or any agent or representative of the Indemnitor in connection with this Work Order.

5. **LIMITATION OF LIABILITY.**  
NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS WORK ORDER OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM SUCH PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **MISCELLANEOUS.**  
Entire Agreement. This Work Order constitutes the complete agreement between PGE and Customer and supersedes all prior negotiations, representations or agreements, whether oral or written, related to the subject matter of this agreement.

Attorney Fees. In the event of any legal action to enforce any of the terms of this Work Order, the prevailing party will be entitled to its reasonable attorney fees, including attorney fees on appeal.

Governing Law and Jurisdiction. This Work Order will be construed in accordance with and governed by the laws of the state of Oregon, without regard to choice-of-law principles. Customer irrevocably consents to the jurisdiction of the courts of the state of Oregon or of the United States District Court for the District of Oregon for any action, suit or proceeding in connection with this Work Order or the Services and waives any objection which Customer may now or hereafter have regarding the choice of forum.

## Distribution Services PROJECT PROFILE

Status: ☐ 1 ☐ 2 ☒ 3    New Customer: ☐ Y ☒ N    New Contact: ☐ Y ☒ N    Territory: ☒ Inside ☐ Outside

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WMIS #544097

Date: 07/02/08

Customer: **Smurfit-Stone Container Company**

Site Name: IF APPLICABLE

Sales: Linda Read    Delivery: Linda Read    KCM: Ervin Gruia    Labor: PGE

Site Address: 9930 N Burgard Way

City: Portland    State: OR    Zip: 97203

Scope: Leased Transformer Replacement

Contact: Rick Morgan

Phone: 503-240-8413    Cell:    Fax: 503-286-0516

181-X55105-KL423-544097

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KL401 – substation new install  
KL402 – substation p/m  
KL403 – substation outage/emergency  
KL411 – oil cont. new install  
KL412 – oil cont. p/m  
KL413 – oil cont. outage/emergency  
KL421 – distribution new install  
KL422 – distribution p/m  
KL423 – distribution outage/emergency  
KL441 – inside electrical new install  
KL442 – inside electrical p/m  
KL443 – inside electrical outage/emergency  
KL451 – generation new install  
KL452 – generation p/m  
KL453 – generation outage/emergency  
KL461 – telecom new install  
KL462 – telecom p/m  
KL463 – telecom outage/emergency  
KL490 – misc. other

Mailing Address: ☐ Same as Site Location

Street: **PO Box 83629**    City: **Portland**    State: **OR**    Zip: **97283-0629**

Billing Address: ☒ Same as Mailing    ☐ Same as Site Location

Street:    City:    State:    Zip:

Key Customer Manager Qualified Lead: ☒ Y ☐ N

---

### NOTES:

Replacement of leased #100-1500 kVA PM transformer.



# Outage Management System - [Outage Notification]

File Reports Tools Window Help

[-] [Q] [X]

[-] [E] [X]

OUT ACTV HIST NOTE CREW CONN TIVO FLDVW EXIT BILLING 06/27/2008 3:34 PM [PROD]

## Customer Information

Customer **SMURFIT STONE** Customer No **287789**  
 Address **9930 N BURGARD WAY** Premise No **282813**  
 City, St Zip **PORTLAND OR 97203** Call Back **No**  
 Service Loc Ph **503 240-8435** Call Back Ph **503 240-8435**  
 Cross Street **N** Company **Portland General**  
 Thomas Map **535 E7** Region **Central**  
 ESS

## Customer Equipment

Meter **04005221P**  
 Seal **0**  
 Turn On Date **03/03/1964**  
 Special Handling  
 Feeder Name **RVRGATE-PEARCY**  
 Transformer **268 9999** Phase **ABC**  
 Map Number **B21 35C**  
 Mount Number **858**  
 Rate **83C4**  
 Class **Commercial / Overhead**

## Outage Incident

Status **Closed** Predicted Device **No Outage**  
 Outage Number **1207814** Actual Device **00268 / 99990 LP**  
 Cause **UG Transformer Failure** WMS WR #  
 Action Updated By **E12078**  
 Dispatch Notes **TRANSF IS SEEPING A SMALL AMT OF OIL. CREW MADE SAFE FOR WEEKEND. CLARK WILL FOLLOW UP MON, 6/30. ROGAN LEFT MSG FOR CUST.**

## Outage Stats

Previous Calls **1** plz call him  
 Total Calls **1** to discuss  
 Total Affected **1** change B  
 Time Out **Today 01:27 PM**  
 Estimate On **Today 03:30 PM**  
 Actual On **Today 02:00 PM**  
 Reported By **E28100**

## Call Incident

### Situations

Code	Description
MS	Miscellaneous problem

### Create New Outage

Cross Street **N** Call Back **NO** Phone # **(503) 240 - 8435** Ext  
 Comments **CUST LEASED TRANS(268-999 1500KVA) LEAKING CONT. CARL 503-240-8446 AUDIT #36944**

Print

Call List

Dispatch

Save

Quit

0007000000





**INSTALL/REMOVE TRANSFORMER(S)  
FOR WORK REQUISITIONS**

One Mount No. Per Page □ One Job No. Per Page  
(Turn in nightly with time sheet)

BLKT/JOB NO.	544097
DATE	7-5-08
MAP NO.	B21-35C
MOUNT NO.	Pad mounted
FOREMAN	Fritts

INST. TRSF CO NO.	188	KVA	1500	PHASE	A	B	C
REMD. TRSF CO NO.	100	KVA	1500				

INST. TRSF CO NO.		KVA		PHASE	A	B	C
REMD. TRSF CO NO.		KVA					

INST. TRSF CO NO.		KVA		PHASE	A	B	C
REMD. TRSF CO NO.		KVA					

ADDR/LOT NO.	9930 N. BURGARD WAY
--------------	---------------------

Use PGE Form 1182 "Emergency Work Done Before Estimate is Prepared" for non Work Requisition Related transformer work.



**Oregon Invoice Request  
for Portland General Distribution Services**

---

**TO: DENICE WARD/JODI HENRY (503) 464-7006**

**BILLING INFORMATION**

**BILLING ADDRESS:** Smurfit-Stone Container Company  
PO Box 83629  
Portland, OR 97283

Attn: Accounts Payable

**JOB#** 544097

**Invoice Description:**

Portland General Electric d.b.a. Portland General Distribution  
Services provided the equipment, vehicles, project  
management and skilled labor required to perform the  
following tasks:  
Replace existing leased transformer PGE #100-1500 with  
same sized unit.

<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
1	7,119.64	7,119.64

**LOCATION:** 9930 N Burgard Way  
Portland, OR 97203

**CUSTOMER PO#**

**CUSTOMER CONTACT:** Rick Morgan, 503-240-8413

**PGDS CONTACT:** Linda Read, X7892

**TOTAL**      \$7,119.64

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**ACCOUNTING INFORMATION**

**ACCOUNTING:** 181-X55005-01-344-KL423-544097

**BILLING APPROVED BY:**

*Linda Read*

**DATE:**

*7/7/08*

**BILLING SUBMITTED BY:**

*Cherie A Tyler*

**DATE:**

*7/7/08*

Cherie Tyler

Coordinator, Distribution Services

503-464-7671

121 SW Salmon, 1WTC0704, Portland, Oregon 97204

PLEASE SEND PDF TO [Cherie.Tyler@pgn.com](mailto:Cherie.Tyler@pgn.com)

**NET 30 Days**





## Linda Read

---

**From:** Tim Burns  
**Sent:** Wednesday, July 02, 2008 11:48 AM  
**To:** Linda Read  
**Cc:** Preston Martin  
**Subject:** RE: Request for Pricing

This transformer was last maintained by the transformer shop in March 2008 so the Base for Rental and Sales Price is the same. That price is \$27,276.76. Tim

---

**From:** Linda Read  
**Sent:** Wednesday, July 02, 2008 11:35 AM  
**To:** Tim Burns; Preston Martin  
**Cc:** Ervin Gruia  
**Subject:** Request for Pricing

Tim/Preston: Please provide the price for the following PGE transformer:

#188  
1500 kVA  
S/N 93J419162

The customer may want to purchase this transformer - the current plans are to lease it. If possible, I'm requesting the pricing information today. The customer will not be available tomorrow and the crew is scheduled for this Saturday, 7/5/08.

Thanks, Linda





## CONTRACT SUMMARY

\* indicates an item that **must** be completed

* PGE AUDIT NO.		* SUPPLEMENT NO.	
<b>* PARTIES TO AGREEMENT</b>		<b>* CONTRACT TYPE (check one)</b>	
<i>This agreement is between</i> <input checked="" type="checkbox"/> PGE <input type="checkbox"/> OTHER PGE ENTITY _____ <i>and</i> NAME(S) Smurfit-Stone Container Division		<input type="checkbox"/> Fuel Agreement <input type="checkbox"/> Power Purchase & Sales <input type="checkbox"/> Transmission Purchase & Sales <input type="checkbox"/> Generating Plant / Co-Ownerships <input type="checkbox"/> Financial ( <i>Debt, Cash, EDI, Guarantee</i> ) <input type="checkbox"/> Franchise / Government <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Joint Pole <input type="checkbox"/> Tariff (Electric Services) <input checked="" type="checkbox"/> Other <u>Equipment Rental Agreement</u>	
ADDRESS 9930 N. Brugard Way PO Box 83629 (ZIP 97283)			
CITY Portland	STATE OR	ZIP 97203	
CONTACT: Karl Thelin		503-240-8446	
* CONTRACT TITLE Environmental Coordinator / Purchasing		TOTAL CONTRACT VALUE (* if applicable) \$ 454.61/ mo. or 5,455.32/yr.	
CONTRACT DATE July 2, 2008	* EFFECTIVE DATE July 5, 2008	EXPIRATION DATE n/a	CONTRACT NO. (if applicable)
* PURPOSE OF CONTRACT Smurfit Stone rented a transformer from PGE since July 15, 1985 for \$198.37, but it started to leak oil this week. PGE is replacing the existing transformer on Sat. July 5, 2008 with a new one which requires a new Equipment Rental Agreement, a standard agreement approved by Barb W. Halle for use until 12/31/2008.			
PAYMENT TERMS & CONDITIONS Montly rental of \$454.61		<b>ACCOUNTING DISTRIBUTION</b>	
		ENT 181	LEDGER M33737
		CE 01	RC 344
		JOB NO. 0000	ACTIVITY CODE
* STAFF CONTACT Ervin Gruia		* PHONE 503-464-8930	* RC 527
<b>REVIEW &amp; AUTHORIZATION</b>			
* CONTRACTING OFFICER Bill Nicholson	* SIGNATURE		* DATE 06/02/2008
<b>ROUTING CHECKLIST</b>			
<input type="checkbox"/> SEND ORIGINAL AGREEMENT and this ORIGINAL CONTRACT SUMMARY to: I&DS, 3WTC0104 WITHIN 5 DAYS of contract signing	<input type="checkbox"/> SEND a copy of this CONTRACT SUMMARY to Accounting at: Contract Review, 1WTC0501 WITHIN 5 DAYS of contract signing		<input type="checkbox"/> IF this contract involves another utility, send a copy of the contract & summary to: FERC Compliance; 1WTC0408

# MEMORY TRANSMISSION REPORT

TIME : JUL-02-2008 10:45AM  
 TEL NUMBER : +5034642325  
 NAME : PORTLAND GENERAL ELECTRIC

FILE NUMBER : 836  
 DATE : JUL-02 10:43AM  
 TO : 95032408410  
 DOCUMENT PAGES : 002  
 START TIME : JUL-02 10:43AM  
 END TIME : JUL-02 10:45AM  
 SENT PAGES : 002  
 STATUS : OK

FILE NUMBER : 836

\*\*\* SUCCESSFUL TX NOTICE \*\*\*

*page 1 of 2*

*Contact: Jennifer Read  
 PGDS  
 otc 503-464-7892  
 cell (b) (6)  
 fax 503-464-2325*

## Portland General Electric OUTAGE WORK ORDER

CUSTOMER: *Amerifit Stone Container Company  
 ATTN: Richard Morgan*

ADDRESS: *9930 N. Burgard Way  
 Portland OR 97203*

THIS DOCUMENT SERVES AS AUTHORIZATION FOR PGE d.b.a. PORTLAND GENERAL DISTRIBUTION SERVICES ("PGDS") TO PROVIDE HIGH VOLTAGE ELECTRICAL OUTAGE SERVICES ON THIS DAY OF 7/5/2008 (Date). YOU DO NOT HAVE TO BUY THESE SERVICES TO CONTINUE TO RECEIVE YOUR CURRENT ELECTRICITY SERVICES FROM PGE.

SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS WRITTEN ON THE REVERSE SIDE OF THIS DOCUMENT.

THE ANTICIPATED SERVICES TO BE PROVIDED AND/OR CAUSE OF OUTAGE IS AS FOLLOWS:

*Provide services to replace existing leased transformer, PGE #100-1500 with replaced same size unit.  
 Work is scheduled to be performed Saturday, 7/5/2008  
 Project #544097. New unit PGE #188-1500, S/N 93J419162.*

**SERVICES.** This Work Order applies only to this reported outage. We will attempt to assess the cause of the outage and, if we determine it is within our capabilities, restore power ("Services").

**PAYMENT.** Customer will be billed at PGDS's standard rates on a time and materials basis, including loadings and overhead. Customer will pay all invoices according to terms. Terms are net 30 days. PGDS reserves the right to charge interest on any late payments at the rate of 1.75% per month. If Customer disputes an invoice, only the contested portion may be withheld from payment.

Authorized Signer's Name & Title (Please Print)

Date

Authorized Signature

Phone #

*Please sign and fax back to 503-464-2325*

White copy - PGE

Yellow Copy - Customer

**Linda Read**

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**From:** Linda Read  
**Sent:** Wednesday, July 02, 2008 9:37 AM  
**To:** Jeff Ulmen; Clark Courtney  
**Cc:** Ervin Gruia  
**Subject:** Smurfit Stone

Team: The following is the accounting distribution for Smurfit Stone to replace the PGE leased #100-1500 kVA transformer planned for this Saturday, 7/5/08:

**181-X55105-KL423-544097**

I will be billing this customer on a time & material bases - please let me know the crew to be assigned to this project, so timesheets can be requested and any materials used.

Thanks, Linda

**Smurfit Stone Container Co**

Mike Archer  
9930 N Burgard Way  
Portland, OR 97203

Phone: (503) 240-8445

**Smurfit Stone Container Co**

Rosco Jones  
9930 N Burgard Way  
Portland, OR 97203

Phone: (503) 240-8461  
Mobile Phone: (b) (6)

**Smurfit Stone Container Co**

John Meisner  
Plant Superintendent  
9930 N. Burgard Way  
P.O. Box 83629 Zip 97283-0629  
Portland, OR 97203

Phone: (503) 240-8452  
Alt Phone: 503-795-5016  
Fax: (503) 240-8410  
Pager: (b) (6)

**Smurfit Stone Container Co**

Rick Morgan  
PO Box 83629  
9930 N. Burgard Way  
Portland, OR 97283-0629

Phone: 503-240-8413  
Fax: 503-286-0516

# gals 336

WMS# 544097

Contact: Karl Thelin - Purchasing Contact

O 503-240-8446  
F 503-240-8410

open cutouts to isolate refer

#100-1500 KVA (old unit) → New Unit #188-1500  
S/N 93J419162  
5 man crew → <sup>OT</sup> 8 hr on Saturday, 7/5/08

Clark Courtney

O 936-6843  
C (b) (6)

Jeff Ulman - PSC

O 736-5474  
C (b) (6)

Erwin Shurin KCM

O 8930 C (b) (6)

**Jeff Ulmen**

**From:** Tracy Sanders  
**Sent:** Wednesday, July 02, 2008 10:03 AM  
**To:** Jeff Ulmen  
**Subject:** 1500 kva

Hi Jeff

the transformer is 188/1500 kva serial number is 93J419162.

Let me know if you need anything else. Rich was just here and it sounds like it will get loaded today so that it is ready to go on Saturday.

*New unit for lease*

*Agreement prepared by Erwin.*

*SR*

7/2/2008



